

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

-----X)	
In re:)	Chapter 11
)	
CIRCUIT CITY STORES, INC., <i>et al.</i> ,)	Case No. 08-35653-KRH
)	
Debtors.)	Jointly Administered
)	Judge Kevin R. Huennekens
-----X)	
)	
AOL LLC and PLATFORM-A INC.)	
)	
Movants,)	
)	
v.)	
)	
CIRCUIT CITY STORES, INC.)	
)	
Respondent.)	

**STIPULATION AND CONSENT ORDER RESOLVING MOTION OF AOL LLC
AND PLATFORM-A INC. FOR RELIEF FROM THE AUTOMATIC STAY, TO
THE EXTENT NECESSARY, FOR AUTHORITY TO TERMINATE CERTAIN
ADVERTISING AGREEMENTS IN ACCORDANCE WITH THEIR TERMS**

This stipulation and agreement (the “Stipulation”) is made this 6th day of February, 2009, by and among Circuit City Stores, Inc. and certain of its subsidiaries (the “Debtors”) and AOL LLC (“AOL”) and its related entity, Platform-A Inc., formerly known as Advertising.com (“Platform-A”) (AOL and Platform-A are collectively referred to as “Movants”), to resolve Movants’ Motion for Relief from the Automatic Stay, to the Extent Necessary, for Authority to Terminate Certain Advertising Agreements in Accordance with their Terms (D.I. 1661) (the “Motion”).

WHEREAS, on November 10, 2008 (the “Petition Date”), Debtors commenced the Bankruptcy Cases by filing their voluntary petitions (the “Petitions”) for relief under

Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Virginia (the “Court”).

WHEREAS, from and after the Petition Date, the Debtors have managed their affairs as debtors-in-possession.

WHEREAS, the Court has jurisdiction over this matter under Sections 157 and 1334 of Title 28 of the United States Code (“Title 28”). This is a core proceeding pursuant to Sections 157(b)(2)(A), (G) and (O) of Title 28. The venue of this case and this Motion is proper under Sections 1408 and 1409 of Title 28.

WHEREAS, on or about February 13, 2008, Platform-A and Circuit City entered into that certain Add-on Insertion Order Contract for, among other things, search placement delivered by Platform-A on behalf of Circuit City pursuant to Platform-A’s Search Engine Service (the “Search I/O Agreement”).

WHEREAS, on March 11, 2008, AOL LLC and Circuit City entered into that certain Amendment to the inStore Insertion Order Agreement (the “Shopping AOL I/O Agreement”), pursuant to which AOL provides Circuit City advertisements.

WHEREAS, post-petition, Platform-A and Circuit City entered into the following advertising agreements: a) Add On Insertion Order #00429 between Platform-A and Circuit City, dated December 22, 2008; and b) Insertion Order #00453 between Platform-A and Circuit City, dated January 8, 2009 (the “Post-Petition Agreements”).

WHEREAS, the Search I/O Agreement, the Shopping AOL I/O Agreements, and the Post-Petition Agreements are collectively referred to herein as the “Agreements.”

WHEREAS, on Friday, January 16, 2009, Debtors sent notice to AOL and Platform-A directing them to immediately pause Circuit City's banner campaigns (the "Pause Request").

WHEREAS, on Friday, January 16, 2009, Movants sent protective, written notice of termination of the Agreements (the "Protective Notices").

WHEREAS, on Monday, January 19, 2009, Movants filed their Motion and further sent correspondence to Debtors confirming their understanding that the Pause Request applied to all Agreements.

NOW THEREFORE, it is hereby stipulated and agreed, upon order of the Bankruptcy court:

1. The Debtors' Pause Request applies to any and all agreements by and between the Debtors and Movants, including, but not limited to, the Agreements.
2. The Protective Notices are null and void and in no way terminate the Agreements.
3. Subsequent to the entry of this Order, in the event that the Debtors later lift their Pause Request with respect to any or all of the Agreements, Movants and Debtors reserve the right to later agree to the termination of any or all of the Agreements consistent with the Agreements' termination provisions and without further order of Bankruptcy Court. In the event that the parties are unable to reach such an agreement, Movants further reserve the right to seek further relief from the Bankruptcy Court, including, but not limited to, seeking relief from the automatic stay, and the Debtors reserve their rights with respect thereto.
4. The Motion is deemed resolved subject to the provisions set forth herein.

5. The Bankruptcy Court shall retain jurisdiction over all matters or disputes concerning this Stipulation.

ENTERED ON THE DOCKET:

**The Honorable Kevin R. Huennekens
United States Bankruptcy Judge
Eastern District of Virginia
Richmond, Virginia**

I ASKED FOR THIS:

/s/Malcolm M. Mitchell
Malcolm M. Mitchell, Jr. (VSB No. 18098)
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and

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SEEN AND AGREED:

/s/Douglas M. Foley (signed by e-mail permission)
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Counsel for Debtors

CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing order has been endorsed by all necessary parties.

/s/ Douglas M. Foley